

**DISTRIBUTION EASEMENT
UNDERGROUND**

WR NO. 3641572

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF MILWAUKEE, a municipal corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within and beneath a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land twelve (12) feet in width, being a part of that part of Roger's Subdivision in the **Southeast ¼ of Section 30, Township 7 North, Range 22 East**, City of Milwaukee, Milwaukee County, Wisconsin described as follows: Outlot 12 and the East 913 feet of the West 2268 feet of Outlot 14; except that part of Outlots 12 and 14 adjacent to the left bank of the Menomonee River bounded and described as follows: Commencing at a point in the established dock line for the left bank of the Menomonee River, said point being a distance North 89° 46' 10" West, 675 feet; North 0° 20' 25" East, 433 feet; North 12° 07' 28" East, 140.94 feet from the iron monument at the Southeast corner of the Southeast ¼ of Section 30, Township 7 North, Range 22 East; running thence South 89° 34' 55" East, 346.82 feet to a point; thence South 44° 34' 55" East, 38.18 feet to a point in the Westerly line of Muskego Ave. (now N. Emmer Ln.); thence South 33° 09' 50" West along the said Westerly line of Muskego Ave., 94.85 feet to a point in the aforementioned established dock line; thence North 71° 15' 51" West along the said established dock line 339.73 feet to the point of commencement.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

398-0903-100
(Parcel Identification Number)

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

Address: 1313 W. Mount Vernon Avenue

1. **Purpose:** The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

- 6. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
- 7. Notices:** All notices to be given to either party under this agreement shall preferably be in writing and shall be given either by personal delivery, by postage prepaid U.S. Mail, by facsimile or by e-mail to the respective recipients set forth in this paragraph. A notice shall be deemed delivered either upon actual receipt thereof or upon delivery refusal thereof; providing, however, that notices sent by e-mail or facsimile must be sent during the hours between 8:30 A.M. and 4:30 P.M. on days that City of Milwaukee, Department of Public works offices are open for business. Either party may change its address for purposes of receiving notice by delivering written notice thereof in accordance with the requirements of this paragraph.

A. To City of Milwaukee:

Commissioner Department of Public Works, City of Milwaukee
 841 N. Broadway, Room 516
 Milwaukee WI 53202

Telephone (414) 286-3301
 Facsimile (414) 286-3953

B. To We Energies:

ROW Agent – Todd Miller
 W140N9100 Lilly Rd.
 Menomonee Falls, WI 53051

Telephone (262) 502-6848

- 8. Amendments:** This agreement may be amended only by a written instrument executed by all of the parties hereto.
- 9. Indemnify and Hold Harmless:** In consideration of the foregoing grant, it is understood that during the time said underground electrical facilities are located on the premises of the Grantor pursuant to this grant, Grantee will indemnify and save the Grantor, its successors and assigns harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of Grantee's exercise of any of its rights under this easement; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, Grantor's employees, agents and invitees and any environmental claims, liabilities, losses, costs, damages or expenses not directly caused by the construction or operation of the Grantee's facilities.
- 10. Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

IN WITNESS WHEREOF, the said City of Milwaukee, has caused these presents to be signed by Jeffrey Polenske, its City Engineer and _____, its _____ City Clerk and countersigned by _____,

Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be affixed.

Signed and sealed in presence of:

CITY OF MILWAUKEE

_____ By: _____
 Jeffrey Polenske, City Engineer

_____ By: _____
 City Clerk

_____ By: _____
 City Comptroller

STATE OF WISCONSIN)
)SS

MILWAUKEE COUNTY)
Personally came before me this _____ day of _____, 20__, Jeffrey Polenske, City Engineer of the City of Milwaukee, to me known to be the person who executed the foregoing instrument and to me known to be such City Engineer of the City of Milwaukee and acknowledged that he executed the foregoing instrument as such officer as the deed of the City of Milwaukee, by its authority, and pursuant to Resolution File Number _____ adopted by its Common Council on _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

STATE OF WISCONSIN)
)SS

MILWAUKEE COUNTY)
Personally came before me this _____ day of _____, 20__, the above-named _____, to me known to be the City Clerk of the City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

STATE OF WISCONSIN)
)SS

MILWAUKEE COUNTY)
Personally came before me this _____ day of _____, 20__, the above-named _____, to me known to be the _____ Comptroller of the City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

GRANTEE: WISCONSIN ELECTRIC POWER COMPANY

By: _____
James T. Raabe, Manager of Property Management

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20__, James T. Raabe, Manager of Property Management, of the above named corporation, **WISCONSIN ELECTRIC POWER COMPANY**, known to me to be the person who executed the foregoing instrument and to me known to be such Manager of Property Management of said corporation, and acknowledged that he executed the foregoing instrument as such Manager of Property Management, as the deed of said corporation, by its authority.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____